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DEC 16 2008	
CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
BY _____	P DEPUTY

DAVID RIMA, *Pro Se*
604 South Granite Street
Gilbert, AZ 85296
(480) 703-1604

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

DAVID RIMA,

Plaintiff,

vs.

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.; WILMINGTON FINANCE,
INC.; WILSHIRE CREDIT CORPORATION;
MERRILL LYNCH MORTGAGE LENDING,
INC.; MERRILL LYNCH MORTGAGE
INVESTORS, INC.; SPECIALTY
UNDERWRITING AND RESIDENTIAL
FINANCE TRUST, SERIES 2006-BC3; U.S.
BANK N.A.; TIFFANY & BOSCO, P.A.; JOHN
DOES 1-1000; JANE DOES 1-1000; ABC
CORPORATIONS I-XX; AND XYZ
PARTNERSHIPS I-XX

Defendants

Case No.:

CV-08-2285-PHX-FJM

**PETITION FOR TEMPORARY
RESTRAINING ORDER (TRO),
PRELIMINARY AND PERMANENT
INJUNCTION AND ORDER TO SHOW
CAUSE**

**EXPEDITED CONSIDERATION
REQUESTED**

**PETITION FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY AND
PERMANENT INJUNCTION AND ORDER TO SHOW CAUSE.**

EXPEDITED CONSIDERATION REQUESTED

Plaintiff, David Rima, apply for Temporary Restraining Order and respectfully move this Honorable Court, pursuant to Rule 65, Fed.R.Civ.P., to issue a Temporary Restraining Order, restraining and enjoining defendants, their attorneys, officers, agents, servants, employees, and all other persons in active concert or participation with them, from proceeding with a Trustee's Sale, scheduled on December 16, 2008 at 10:00 AM (EXHIBIT C) of the Plaintiff primary residence located at 604 South Granite Street. Gilbert, AZ 85296.

1 A Deed of Trust recorded on 3/31/2006 as instrument No.: 2006-0438550 (EXHIBIT A)
2 shows Wilmington Finance, Inc., as "lender"; Grand Canyon Title as "Trustee; and MERS
3 "acting as a 'nominee' for lender".

4 A Substitution of Trustee recorded on 9/15/2008 as instrument No.: 2008-0797072
5 (EXHIBIT B) shows an authorized agent from Wilshire Credit Corporation approving the
6 substitution on behalf of present beneficiary U.S. Bank N.A.

7 A Notice of Trustee's Sale recorded on 9/15/2008 as instrument No.: 2008-0797073
8 (EXHIBIT C) shows U.S. Bank N.A. as beneficiary.

9 A Corporate Assignment of Mortgage/Deed of Trust recorded on 11/12/2008 as
10 instrument No.: 2008-0797073 (EXHIBIT D) is assigned by "MERS" as nominee for
11 Wilmington Finance, Inc. transferring the Deed of Trust to U.S. Bank N.A.

12 Defendant Wilshire Credit Corporation approved the Substitution of Trustee (9/15/2008),
13 on behalf of "beneficiary" U.S. Bank N.A.; yet according to the Corporate Assignment of
14 Mortgage/Deed of Trust recorded on 11/12/2008 shows that U.S. Bank was NOT a "beneficiary"
15 when the Substitution of Trustee and Notice of Trustee's Sale were recorded.

16 The amount Defendants contends in the Notice of Default and Notice of Trustee's Sale
17 that is in default is incorrect. Accordingly, the Plaintiff is not in default under the terms of the
18 promissory note and deed of trust.

19 Plaintiff denies that any money is due and owing to Defendants. Plaintiff desires a
20 judicial determination and declaration of Plaintiff's and Defendant's respective rights and duties;
21 specifically that Plaintiff did not breach the terms of the promissory note and deed of trust.

22 Furthermore, Defendants have refused to identify the owner of the alleged debt and
23 refuse to provide accurate accounting of the alleged debt. Defendants have refused to apply
24 many thousands of dollars in timely mortgage payments from Plaintiff. Defendants have
25 accepted other amounts, particularly those paid through insurance proceeds, yet has continued its
26 attempts to foreclose without proper consideration for those payments. There is no evidence that
27 Defendants has forwarded any payments to the actual owner of the note, who the evidence
28 suggests may have been defrauded by Defendants.

1 Plaintiff further moves this Court to issue an Order to Show Cause why a Preliminary and
2 Permanent Injunction should not issue as prayed for in Plaintiff's Verified Complaint in this
3 action.

4 This Application for Temporary Restraining Order is supported by the Points and
5 Authorities included here and the pleadings and motions filed in this case.

6 The facts and circumstances that brought the plaintiff under the Federal Court jurisdiction
7 are that this complaint involves violations of Federal and State Law and the plaintiff and
8 defendants are citizens of different states.

9 As a whole, the complaint is based on actual count of facts and claims based on Federal
10 Law since plaintiff has pursued and exhausted all administrative remedies prior the filing of this
11 action in Court.

12 The issue is covered by the Rule of law which are 28 U.S.C § 1331; 28 U.S.C § 1332; 28
13 U.S.C § 1367; 28 U.S.C § 1391; 15 U.S.C § 1692; 12 U.S.C § 2614; 12 U.S.C. Chapter 38;
14 Jurisdiction, Title 12, Regulation Z, Part 226.1(c)(3); Title 24 CFR, Regulation X, Part 3500,
15 relative to any Arizona State claims. Also, Federal Courts may hear only those cases involving
16 federal laws, federal or sovereign parties (including states), or disputes between citizens from
17 different states. Defendants are foreign corporations from multiple states doing business in
18 multiple cities. Based on the rule of law, the United States District Court, District Court of
19 Arizona has venue and power to hear and decide on this case whose subject matter fits within the
20 court's scope of authority.

21 The United States District Court for the District of Arizona has subject matter jurisdiction
22 over the stated claims, and proper venue is within this Honorable United States District Court.

23 **I. LEGAL ARGUMENT**

24 A Party seeking equitable relief must establish four (4) traditional equitable criteria: (A) a
25 strong likelihood of success on the merits; (B) the possibility of irreparable injury not remediable
26 by damages; (C) a balance of hardships in that party's favor; and (D) public policy favoring the
27 requested relief. *Shoen v. Shoen*, 167 Ariz. 58, 63, 804 P.2d 787.792 (App. 1990); *Owner*
28

1 *Operator Indep. Drivers Ass'n, Inc. v. Swift Transp. Co.*, 367 F.3d 1108, 1111 (9th Cir. 1994);
 2 *see Miller ex. Rel. N.L.R.B. v. Cal. Pac. Med. Ctr.*, 19 F.3d 449, 456 (9th Cir. 1995)).

3 The critical element in this analysis is the relative hardship to the parties. *Id.* To meet this
 4 burden, the moving party may establish either (1) probable success on the merits and the
 5 possibility of irreparable injury; or (2) the presence of serious questions and "the balance tips
 6 sharply" in his favor. *Id.*, quoting *Justice v. Nat'l Collegiate Athletic Ass'n*, 577 F.Supp.356,363
 7 (D.Ariz. 1983). Additionally, a necessary requirement for injunctive relief is that the injury must
 8 be imminent or threatening. *Arnold v. Lewis*, 803 F.Supp. 246, 258 (D.Ariz.1992); *Kubby v.*
 9 *Hammond*, 68 Ariz. 17, 198 P.2d 134 (1948).

10 **A. SUCCESS ON THE MERITS**

11 Plaintiff can establish its probable success on the merits for its causes of action for the
 12 counts that are critical to enjoining Defendants' actions and remaining on the premises that is the
 13 Plaintiff's primary property.

14 1) Those causes of action are, but not limited to: Quiet Title; Violation of the
 15 Arizona Assignment and Satisfaction of mortgage Law and Invalid Deed of Trust Law, Violation
 16 of the Uniform Commercial Code, Fraud in the Factum, Misrepresentation and Conspiracy,
 17 Conversion/Civil Theft, Violations to Arizona Consumer Fraud Act, Unfair and Deceptive Acts
 18 and Practices, Violation to the Real Estate Settlement Procedures Act, Violation of the Fair
 19 Housing Act (1968), Violation of the Fair Debt Collections Practices Act, Violation of the Fair
 20 Credit Reporting Act, Unjust Enrichment, Breach of Fiduciary duty, RICO, Unfair Trade
 21 Practices, Slander of Property Title, Slander of Credit, Intentional Infliction of Emotional
 22 Distress.

23 2) As explained more fully in the accompanying Verified Complaint and
 24 attachments, Defendants are responsible for the violations of state and federal Laws which
 25 occurred in the course of the loan transaction with Plaintiff. These violations include the Truth in
 26 Lending Act, 15 U.S.C. § 1601 *et seq.*, which allows Plaintiff to rescind the transaction which
 27 created the mortgage that is the subject of the above-captioned Trustee's Sale proceedings.
 28 Plaintiff has opted to exercise his extended rescission rights.

1 A letter of rescission was send to interested parties on December 15, 2008
2 via certified mail (EXIBITH E).

3 **B. LIKELIHOOD OF IRREPARABLE HARM**

4 Irreparable injury to the Plaintiff is certain if the Court does not prevent Defendants'
5 improper conduct. Plaintiff already has suffered irreparable injury.

6 Equitable intervention is justified by a party's threat of unbridled continuation of the
7 violation and the result of incalculable damage. (See, e.g., *Phoenix Orthopedic Surgeons v.*
8 *Peairs*, 164 Ariz. 54, 57, 790 P.2d 752, 755 (1989); *Alpha Tax Service v. Stuart*, 158 Ariz. 169,
9 171, 761 P.2d 1073, 1075 (App.1988)).

10 As part of Defendants' scheme to defraud Plaintiff of his primary residence Property, the
11 Defendants have committed fraud by potentially creating false documents, failing to record
12 documents, and failing and refusing to prove to the Plaintiff who is the beneficiary under the
13 Note and Deed of Trust. Defendants believe that they can continue doing their illegalities, rarely
14 uncovered and exposed, without proper punishment.

15 The Plaintiff deserves the protection of this Court. The proof is overwhelming how the
16 Defendants took advantage of Plaintiff as stated above and below.

17 If it determined that these foreclosures actions are premised upon an invalid mortgage but
18 the sale is allowed to proceed on December 16, 2008, it is clear that Plaintiff and his family will
19 suffer immediate, substantial and irreparable harm.

20 Defendants, on the other hand, will suffer relatively little harm if this Court prohibits the
21 Trustee's Sales of the Plaintiff's primary home.

22 Emergency relief is especially warranted here, as Plaintiff may very well be unable to
23 collect damages from Defendants; the Property is what is of worth here, and Defendants should
24 not be allowed access to the Property so they can sell it and steal away with the Plaintiff's assets.
25 Plaintiff's irreparable harm may only be mitigated by maintaining the status quo and entering an
26 injunction preventing Defendants from any further misuses of Plaintiff's primary residential
27 Property. *L.A. Mem'l Coliseum Comm'n v. Nat'l Football league*, 634 F2d 1197, 1200 (9th Cir.
28 1980); *Del Toro-Chacon v. Chertoff*, 431 F. Supp.2d 1135, 1139-40 (W.D. Wash. 2006).

1 If Plaintiff loses his home, he can never be adequately compensated by monetary
2 damages. In addition, if Court ultimately finds that Plaintiff has validly rescinded his loan, but
3 the Trustee's Sales has proceeded as scheduled, it will be much more difficult to afford effective
4 relief to the Plaintiff, because the home will have passed to a third-party buyer.

5 **C. THE BALANCE OF HARDSHIPS**

6 Because the risk of irreparable harm to Plaintiff is so great, the balance of hardships "tips
7 sharply" in favor of Plaintiffs. If the balance of harm tips decidedly towards the Plaintiffs, it does
8 not need to show as robust a likelihood of success on the merits as when the balance tips less
9 decidedly. (*Gilder v. P.G.A. Tour, Inc.*, 936 F.2d 417, 422 (9th Cir. 1991)).

10 The harm Plaintiff will suffer if the property goes to foreclosure outweighs any harm to
11 the Defendants. If Plaintiff succeeds on the merits of his case, he will remain the owner of the
12 property at issue. If not, Defendants would be free to continue with their foreclosure
13 proceedings. Thus, Defendants will ultimately lose nothing in affording Plaintiff the opportunity
14 to have these claims fully adjudicated.

15 Plaintiff will undoubtedly be successful on the merits of the case against the Defendants
16 for his causes of action such as Quiet Title; Violation of the Arizona Assignment and
17 Satisfaction of mortgage Law and Invalid Deed of Trust Law, Violation of the Uniform
18 Commercial Code, Fraud in the Factum, Misrepresentation and Conspiracy, Conversion/Civil
19 Theft, Violations to Arizona Consumer Fraud Act, Unfair and Deceptive Acts and Practices,
20 Violation to the Real Estate Settlement Procedures Act, Violation of the Fair Housing Act
21 (1968), Violation of the Fair Debt Collections Practices Act, Violation of the Fair Credit
22 Reporting Act, Unjust Enrichment, Breach of Fiduciary duty, RICO, Unfair Trade Practices,
23 Slander of Property Title, Slander of Credit, Intentional Infliction of Emotional Distress.

24 If this Court, however, determines there is some doubt as to whether Plaintiff will
25 be successful, the Court should grant this Temporary Restraining Order (TRO) since the balance
26 of hardships test tips solely in favor of Plaintiff.

27 **D. PUBLIC POLICY**

28

1 Public policy greatly favors granting the injunction. Defendants are attempting to conduct
2 a Trustee's Sale which is illegal, and immoral; such conduct constitutes criminal theft and civil
3 theft of the Plaintiff's Property.

4 The public has an interest in the orderly administration of justice with respect to this
5 transaction which will be defeated if the relief sought is not granted.

6 Public policy favors the proper adjudication of claims of predatory lending against
7 homeowners. Additionally, public policy dictates that the Plaintiff should not be rendered
8 homeless without a full adjudication of his case on the merits.

9 To allow the Trustee's Sales of Plaintiff's primary home without first determining the
10 validity of the underlying deed of trust undermines the public interest.

11 To allow these Trustee's sale to go any further will not only be a gross injustice but will
12 violate all notions of public policy.

13 Defendants' high foreclosure rates have adversely affected property values in Arizona.
14 More foreclosures mean less money for schools, public safety, and other key services which is
15 not for the advancement of the public interest.

16 Plaintiff's situation satisfies all of these tests, and in view of the imminence of the loss of
17 Plaintiff's primary home, injunctive relief is clearly justified.

18 Plaintiff is entitled to an injunction to stay the Trustee's Sales and any other action while
19 the merits of his claims can be litigated.

20 Unless Defendants, their directors, officers, agents, employees, attorneys, and any person
21 in active concert with them or who are acting under their direction, are immediately enjoined
22 from making further improper disposition or use of the Property, and going forward with an
23 illegal Trustee Sale, Plaintiff will be irreparably harmed and suffer injury.

24 Plaintiff has no adequate remedy at law to prevent further improper transfer, use or other
25 disposition of the Property.

26 Plaintiff moves this Court to issue a Temporary Restraining Order to preserve the status
27 quo and prevent irreparable harm before a preliminary injunction hearing may be held. *Granny*
28

1 *Goose Foods, Inc. v. Bhd. Of Teamsters and Auto Truck Drivers*, 415 U.S. 423, 439 (1974); see
2 also *Reno Air Racing Ass'n v. McCord*, 452 F.3d 1126, 1130-31 (9th Cir. 2006).

3 II. THE BOND OR SECURITY REQUIREMENT

4 Pursuant to Fed.R.Civ.P. Rule 65(c), a bond or security is required.

5 Plaintiff request this Honorable Court for a *de minimus* bond, because the amount that
6 Defendants claim Plaintiff owes. In addition, Defendants will not sustain any damages if this
7 Court issues an injunction. If this Honorable Court determines that the injunction should not
8 have been issued after the merits of Plaintiff's defenses are heard, Defendants will be able to
9 pursue whatever remedies are available under the deed of trust at the time. The only potential
10 loss that may be sustained by Defendants is the costs of advertising the sale and that would be
11 recouped at the sale.

12 III. CONCLUSION

13 Plaintiff has shown a temporary restraining order should be issued because of his
14 likelihood of success on the merits, the irreparable harm that will result if the order is not
15 granted, the relative lack of harm to Defendants if the order is granted, and the order will serve
16 the public interest.

17 **WEREFORE**, based upon the foregoing, Plaintiff respectfully request that this
18 Honorable Court grant the following relief:

19 A. for a temporary restraining order and order to show cause against all
20 Defendants, their officers, directors, agents, employees, attorneys and any person
21 in actual concert with them or who are acting under their direction, are
22 immediately and temporarily enjoined for the time period allowed under
23 Fed.R.Civ.P. Rule 65, from:

- 24 1. transferring or otherwise disposing of the Plaintiff's
25 primary residence located at 604 South Granite Street
26 Gilbert, AZ 85296;
- 27 2. going forward with the Trustee Sale, scheduled for
28 December 16, 2008;

1 3. such other and further relief as this Court deems just and
2 necessary; and

3 4. an order cancelling the current Notices of Trustee Sale and
4 Substitution of Trustee;

5 B. for a preliminary/permanent injunction against all Defendants, their
6 officers, directors, agents, employees, attorneys and any person in actual
7 concert with them or who are acting under their direction, are immediately
8 and temporarily enjoined for the time period allowed under Rule 65,
9 Fed.R.Civ.P., from:

10 1. transferring or otherwise disposing of the property, as
11 defined in the Verified Complaint;

12 2. going forward with the Trustee Sale scheduled for
13 December 16, 2008;

14 3. such other and further relief as this Court deems just and
15 necessary;

16 C. for an Order to Show Cause why a Preliminary and Permanent Injunction
17 should not issue as prayed for in Plaintiff's Verified Complaint in this
18 action.

19 D. Dispense with the requirement of a filing of a bond or other security
20 requirement.

21 E. Time is of the essence to ensure that the Trustee Sale, scheduled for
22 December 16, 2008, is, at the very least, delayed. The Court is requested
23 to consider this petition and on an Emergency Basis.

24 Dated this 15th day of December, 2008

25
26 
27 _____

28 David Rima

HELEN PURCELL

20060438550 03/31/2006 03:59

ELECTRONIC RECORDING

Return To:
Wilmington Finance, Inc.

401 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462

GRAND CANYON TITLE AGENCY

58000077-22-1-1--
jamesc

Prepared By:
Wilmington Finance, Inc. - Region 8

2920 N Green Valley Pkwy Ste 511, Sunset
Henderson, NV 89014

58-771

[Space Above This Line For Recording Data]

DEED OF TRUST

Loan Number: 4600007532

MIN 100372406032315001

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated March 24, 2006 together with all Riders to this document.

(B) "Borrower" is
DAVID W. RIMA AND MARINA H. RIMA, HUSBAND AND WIFE AS COMMUNITY
PROPERTY WITH RIGHT OF SURVIVORSHIP

Borrower is the trustor under this Security Instrument. Borrower's mailing address is
604 SOUTH GRANITE STREET, GILBERT, AZ 85296

(C) "Lender" is

Wilmington Finance, Inc.

Lender is a Corporation

organized and existing under the laws of

Delaware

ARIZONA -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3003 1/01 (rev. 8/02)

SA(AZ) (0209)

Page 1 of 15

Initials: 

VMP MORTGAGE FORMS - (800)821-7291

DDS-AZT

Lender's mailing address is 401 Plymouth Road, Suite 400

Plymouth Meeting, PA 19462

(D) "Trustee" is

GRAND CANYON TITLE AGENCY, INC., AN AZ C
2720 EAST CAMELBACK RD STE 100
PHOENIX, AZ 85216-

. Trustee's mailing address is

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated March 24, 2006

The Note states that Borrower owes Lender

Five Hundred Thousand and 00/100

Dollars

(U.S. \$ 500,000.00

) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than

April 1, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider

☐ Condominium Rider

☐ Second Home Rider

☐ Balloon Rider

☒ Planned Unit Development Rider

☐ 1-4 Family Rider

☐ VA Rider

☐ Biweekly Payment Rider

☒ Other(s) [specify]

Balloon ARM Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter.

Initials 

EXHIBIT B

OFFICIAL RECORDS OF

MARICOPA COUNTY RECORDER

HELEN PURCELL

20080797072 09/15/2008 03:45

ELECTRONIC RECORDING

WHEN RECORDED MAIL TO:

Tiffany & Bosco, P.A.Michael A. Bosco, Jr.
2525 E. Camelback Rd.
Ste. 300
Phoenix, AZ 85016G860965-1-2-1--
sarabiam

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No. 2173477

SUBSTITUTION OF TRUSTEE

08-19989 Rima

WHEREAS, David W. Rima and Marina H. Rima, husband and wife, as community property with right of survivorship was the original Trustor(s), Grand Canyon Title Agency, Inc., an AZ Corporation was the original Trustee and Mortgage Electronic Registration Systems, Inc. was the original Beneficiary under that certain Deed of Trust dated 03/24/06 and recorded on 3/31/06 as Recording No./Book-Page 2006-0438550, of Official Records of Maricopa County, State of Arizona and described as:

Lot 124, SILVERSTONE RANCH, according to Book 397, of Maps, page 3, Records of Maricopa County, Arizona.

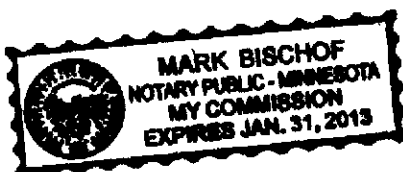
WHEREAS, the undersigned present beneficiary under the said Deed of Trust hereby appoints Michael A. Bosco, Jr., whose address is 2525 East Camelback Road, Suite 300, Phoenix, Arizona 85016, as Successor Trustee under said Deed of Trust, and is qualified to act as Successor Trustee per ARS Section 33-803 (A)2, as a member of the Arizona State Bar.

U.S. Bank National Association, as Trustee for the Specialty Underwriting and Residential Finance Trust Mortgage Loan Asset-Backed Certificate Series 2006-BC3 By Wilshire Credit Corporation its Attorney in Fact

By : 
Its : **Authorized Agent**

State of MNCounty of Dakota

On this day 11 of Sept., 2008, before me the undersigned, Notary Public, personally appeared Christina Allen who acknowledged that he/she is the **Authorized Agent** of the above corporation and that he/she executed the within instrument in behalf of said corporation as Beneficiary, being authorized so to executed.




Notary Public

1-31-13
Exp. date

EXHIBIT C

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
20080797073 09/15/2008 03:45
ELECTRONIC RECORDING

WHEN RECORDED MAIL TO:

TIFFANY & BOSCO, P.A.

Michael A. Bosco, Jr.
2525 East Camelback Road, Suite 300
Phoenix, Arizona 85016

G860965-2-2-2--
sarabiam

2173477/2173477

Title No: G860965

FHA/VA No.:

NOTICE OF TRUSTEE'S SALE

File ID. #08-19989 Rima

Notice is hereby given that **Michael A. Bosco, Jr., Attorney at Law**, as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust which had an original balance of **\$500,000.00** executed by **David W. Rima and Marina H. Rima, husband and wife, as community property with right of survivorship, 604 South Granite Street, Gilbert, AZ 85296**, dated **March 24, 2006** and recorded **March 31, 2006**, as Instrument No./Docket-Page **2006-0438550** of Official Records in the office of the County Recorder of Maricopa County, State of Arizona, will sell the real property described herein by public auction on **December 16, 2008 at 10:00 A.M.** at the office of **Michael A. Bosco, Jr., Third Floor Camelback Esplanade II, 2525 East Camelback Road, in the City of Phoenix, County of Maricopa, State of Arizona**, to the highest bidder for cash (in the forms which are lawful tender in the United States and acceptable to the Trustee, payable in accordance with ARS 33-811A), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described as:

Lot 124, SILVERSTONE RANCH, according to Book 397, of Maps, Page 3, Records of Maricopa County, Arizona.

The street address/location of the real property described above is purported to be:

**604 South Granite Street
Gilbert, AZ 85296
Tax Parcel No.: 304-22-768**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

(Notice of Sale continued following page)

Page 2 of Notice of Trustee's Sale
File ID: 08-19989 Rima

The beneficiary under the aforementioned Deed of Trust has accelerated the Note secured thereby and has declared the entire unpaid principal balance, as well as any and all other amounts due in connection with said Note and/or Deed of Trust, immediately due and payable.

Said sale will be made in an "as is" condition, but without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid principal balance of the Note secured by said Deed of Trust with interest thereon as proved in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

Current Beneficiary:

U.S. Bank Natl/Specialty 2006-BC3

Care of / Servicer

Wilshire/Fidelity

c/o Fidelity National Foreclosure

Solutions

1270 Northland Drive, Ste. 200

Mendota Heights, MN 55120

Current Trustee:

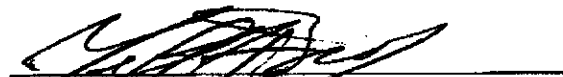
Michael A. Bosco, Jr.

2525 East Camelback Road, Suite 300

Phoenix, Arizona 85016

(602) 255-6000

Dated : September 15, 2008


Michael A. Bosco, Jr., Attorney at Law
Trustee/Successor Trustee, is qualified per
ARS Section 33-803 (A)2 as a member of
The Arizona State Bar

STATE OF ARIZONA)


) ss.

County of Maricopa)

This instrument was acknowledged before me on 09/15/08, by MICHAEL A. BOSCO, JR., Attorney at Law, as Trustee/Successor Trustee.

My Commission Expires:




Mott J. Blake, Notary Public
Commission expiration is 1/1/2012 12:00:00 AM

NOTICE: This proceeding is an effort collect a debt on behalf of the beneficiary under the referenced Deed of Trust. Any information obtained will be used for that purpose. Unless the loan is reinstated, this Trustee's Sale proceedings will result in foreclosure of the subject property.

HELEN PURCELL

20080969097 11/12/2008 11:09

ELECTRONIC RECORDING

INSTRUMENT PREPARED BY AND
WHEN RECORDED MAIL TO:
Wilshire Credit Corporation
14523 SW Millikan Way, #200
Beaverton, OR 97005

g860965as-2-1-1--
sarabiam

08-19989
Loan: 2173477
MIN 100372406032315001
APN / Tax ID:

This area for recording office use

6860965 **Corporate Assignment of Mortgage/Deed of Trust**

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

U.S. Bank National Association, as Trustee for the Specialty Underwriting and Residential Finance
Trust Mortgage Loan Asset-Backed Certificates Series 2006-BC3

with an address of 60 Livingston Avenue, Corporate Trust, St. Paul, MN MN

All beneficial interest under that certain Mortgage/Deed of Trust dated 03/24/2006 and executed by DAVID W
RIMA, MARINA H RIMA the original lender being WILMINGTON FINANCE, INC., in the original amount of
\$500,000.00 and the Trustee being GRAND CANYON TITLE AGENCY, INC.

Recorded on 03/31/2006 in book at page as Instrument No. 20060438550 of Official Records in the County
Recorder's office of MARICOPA, State of Arizona.

Property Address: 604 S GRANITE ST, GILBERT, AZ 852963115

See attached legal description.

Together with the note or notes therein described or referred to, the money due and to become due thereon with
interest, and all rights accrued or to accrue under this Mortgage/Deed of Trust.

Effective September 19, 2008 "MERS" is Mortgage Electronic Registration Systems,
Inc. as Nominee for WILMINGTON FINANCE, INC

Charlene Busselaar

Name: Charlene Busselaar
Title: Assistant Secretary

STATE OF OR

COUNTY OF Washington

On 9/26/2008 before me, Corinne M Siliang, Notary Public

Personally appeared Charlene Busselaar, who is the Assistant Secretary of said corporation

Personally known to me -OR

Proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.



Corinne M Siliang
Corinne M Siliang, Notary Public

**Exhibit A/Legal Description
G860965**

**LOT 124, SILVERSTONE RANCH, ACCORDING TO BOOK 397, OF MAPS, PAGE 3, RECORDS OF
MARICOPA COUNTY, ARIZONA.**

EXHIBIT E

ROBERT R. JUNG
ATTORNEY AT LAW
21001 North Tatum Blvd
Suite 1630-725

(480) 704-5030

Phoenix, Arizona 85050

Robert.Jung@azbar.org

December 15, 2008

Specialty Underwriting & Residential Finance
And its Assignees
650 Third Avenue South
Suite 1500
Minneapolis, Minnesota 55402

Certified Mail No.: 70081300000039930335
Return receipt Requested

RE: David Rima

Account Number: 2173477
Property Address: 604 South Granite Street
Gilbert, AZ 85296

Dear Counsel:

I represent the Rimas concerning the loan transaction which they entered into with Wilmington Finance, Inc., on March 24, 2006. I have been authorized by my Clients to rescind this transaction and hereby exercise that right pursuant to the Federal Truth in Lending Act, 15 U.S.C. § 1635(b), Regulation Z § 226.23(a)(2), 226.15(a)(2), Official Staff Commentary 226.23(a)(2)-1. In addition the Rima reserve all rights to raise additional or alternative grounds for rescission under state or federal law.

The security interest held by Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC Corporations I-XX; and XYZ Partnerships I-XX, and their assignees is void upon mailing of this notice. See 15 U.S.C. § 1635; Regulation Z, §§ 226.23. Once the right to rescind is exercised, the security interest in the Rima's property becomes void-ab-initio. The statute and regulation specify that the security interest, promissory note or lien arising by operation of law on the property becomes automatically void. (15 U.S.C. 1635(b); Reg. Z 226.15(d)(1), 226.23(d)(1). As noted by the Official Staff Commentary, the creditor's interest in the property is "automatically negated regardless of its status and whether or not it was recorded or perfected." (Official Staff Commentary 226.15(d)(1)-1, 226.23(d)(1)-1.)

The Truth-in-Lending law empowers the Rimas, to exercise their right in writing by notifying creditors of their cancellation by mail to rescind the mortgage loan transactions per (Reg. Z 226.15(a)(2), 226.23(a)(2), Official Staff Commentary 226.23(a)(2)-1) and 15 U.S.C. 1635(b).

The statute and regulation specify that the security interest, promissory note or lien arising by operation of law on the property becomes automatically void. (15 U.S.C. 1635(b); Reg. Z 226.15(d)(1), 226.23(d)(1). As noted by the Official Staff Commentary, the creditor's interest in the property is "automatically negated regardless of its status and whether or not it was recorded or perfected." (Official Staff Commentary 226.15(d)(1)-1, 226.23(d)(1)-1.).

In addition, the security interest is void and of no legal effect irrespective of whether the creditor makes any affirmative response to the notice. Also, strict construction of Regulation Z would dictate that the voiding be considered absolute and not subject to judicial modification. This requires Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC Corporations i-XX; and XYZ Partnerships I-XX, and their assignees to submit canceling documents creating the security interest and filing release or termination statements in the public record. (Official Staff Commentary 226.15(d)(2)-3, 226.23(d)(2)-3).

The statute and Regulation Z make it clear that the Rimas have the extended right (due to tolling of statutes of limitation) and choose to exercise it; the security interest and obligation to pay charges are automatically voided. (*Cf. Semar v. Platte Valley Fed. Sav. & Loan Ass'n*, 791 F.2d 699, 704-05 (9th Cir. 1986)

The statute, section 1635(b) states: "When an obligor exercises his right to cancel, any security interest given by the obligor becomes void upon such rescission". Also, it is clear from the statutory language that the court's modification authority extends only to the procedures specified by section 1625(b).

The voiding of the security interest is not a procedure, in the sense of a step to be followed or an action to be taken. There is no statute that gives courts equitable discretion to alter TILA's substantive provisions. Since the rescission process was intended to be self-enforcing, failure to comply with the rescission obligations subjects Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC Corporations i-XX; and XYZ Partnerships I-XX, and their assignees and Tiffany & Bosco, P.A., to potential liability.

Non-compliance is a violation of the act which gives rise to a claim for actual and statutory damages under 15 USC 1640. TIL rescission does not only cancel a security interest in the property but it also cancels any liability in my client's behalf, to pay finance and other charges, including accrued interest, points, broker fees, closing costs and that the lender must refund to my client, the Rimas, all finance charges and fees paid.

In case Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and

Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC Corporations i-XX; and XYZ Partnerships I-XX, and their assignees do not respond to my client's rescission letter, the Rimas have the option of enforcing the rescission right in the federal, bankruptcy or state court (*See* S. Rep. No. 368, 96th Cong. 2 Sess. 28 at 32 reprinted in 1980 U.S.C.A.N. 236, 268 ("The bill also makes explicit that a consumer may institute suit under section 130 [15 U.S.C., 1640] to enforce the right of rescission and recover costs and attorney fees").

TIL rescission does not only cancel a security interest in the property but it also cancels any liability in my client's behalf, to pay finance and other charges, including accrued interest, points, broker fees, closing costs and Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC Corporations i-XX; and XYZ Partnerships I-XX, and their assignees must refund to client all finance charges and fees paid. Thus, Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC Corporations i-XX; and XYZ Partnerships I-XX, and their assignees are obligated to return those charges to the Rimas, (*Pulphus v. Sullivan*, 2003 WL 1964333, at *17 (N.D. Apr. 28, 2003) (citing lender's duty to return consumer's money); *McIntosh v. Irving Union Bank & Trust Co.*, 215 F.R.D. 26 (D. Mass. 2003) (citing borrower's right to be reimbursed).

First, by operation of law, the security interest and promissory note automatically becomes void and the consumer is relieved of any obligation to pay any finance or other charges (15 USC 1635(b); Reg. Z-226.15(d)(1), 226.23(d)(1). *See* Official Staff Commentary 226.23(d)(2)-1. (*See Willis v. Friedman*, Clearinghouse No. 54,564 (Md. Ct. Spec. App. May 2, 2002) (Once the right to rescind is exercised, the security interest in my property becomes void ab initio). Thus, the security interest is void and of no legal effect irrespective of whether the creditor makes any affirmative response to the notice. (*See Family Financial Services v. Spencer*, 677 A.2d 479 (Conn. App. 1996) (all that is required is notification of the intent to rescind, and the agreement is automatically rescinded). Courts have held that the rescission effectively voids the security interest, rendering the debt, if any, unsecured. (*See in re Perkins*, 106 B.R. 863, 874 (Bankr. E.D.Pa. 1989); *In re Brown*, 134 B.R. 134 (Bankr. E.D.Pa. 1991); *In re Moore*, 117 B.R. 135 (Bankr.E.D. Pa. 1990)).

It is clear from the statutory language that the court's modification authority extends only to the procedures specified by section 1635(b). The voiding of the security interest is not a procedure, in the sense of a step to be followed or an action to be taken. The statute makes no distinction between the right to rescind in 3-day or extended as neither cases nor statute give courts equitable discretion to alter TILA's substantive provisions. Also, after the security interest is voided, secured creditor becomes unsecured.

Second, since the Rimas, have legally rescinded the loan transaction, the mortgage holders, Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC

Corporations i-XX; and XYZ Partnerships I-XX, and their assignees must return any money, including that which may have been passed on to a third party, such as a broker or an appraiser and to take any action necessary to reflect the termination of the security interest within 20 calendar days of receiving the rescission notice. The creditor's other task is to take any necessary or appropriate action to reflect the fact that the security interest is automatically terminated by the rescission within 20 days of the creditor's receipt of the rescission notice (15 USC 1635(b); Reg. Z-226.15(d)(2), 226.23(d)(2)).

Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC Corporations i-XX; and XYZ Partnerships I-XX, and their assignees are to take any necessary or appropriate action to reflect the fact that the security interest was automatically terminated by the rescission (15 USC 1635(b); Reg. Z-226.15(d)(2), 226.23(d)(2)). This requires canceling documents creating the security interest and filing release or termination statements in the public record of FREE and CLEAR TITLE to the Rimas.

Should Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC Corporations i-XX; and XYZ Partnerships I-XX, and their assignees not cancel the security interest and return all monies paid by me within the 20 days of receipt of the letter of rescission, the lenders named above are responsible for actual and statutory damages pursuant to 15 U.S.C. 1640(a).

The Rimas is prepared to discuss a tender obligation, should it arise, and satisfactory ways in which to meet this obligation per 15 U.S.C. 1635(b). In fact, client has in good faith attempted to settle the loan and the true beneficiary has refused to negotiate in good faith. Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC Corporations I-XX; and XYZ Partnerships I-XX, and their assignees refusal to negotiate in good faith is a conduct that violates the standards of decency and reasonableness. The termination of the security interest is required before tendering and step 1 and 2 have to be respected by Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC Corporations I-XX; and XYZ Partnerships I-XX, and their assignees

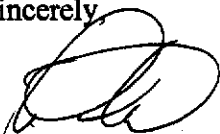
Pursuing foreclosure proceedings is a clear violation of the rule of law, since neither Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC Corporations I-XX; and XYZ Partnerships I-XX, and their assignees and Tiffany & Bosco, P.A., have Standing to pursue foreclosure action because, once TILA notice of rescission is given, the lien or security interest in plaintiff's property becomes void ab initio, even if a court has not yet ruled on the

validity of the Rima's rescission (*Willis v. Friedman*, Clearinghouse No. 54,564 (Md. Ct. Spec. App. May 2, 2002)).

As a result, I respectfully request that you immediately rescind the notice of trustee sale. If you refuse and proceed with this illegal foreclosure, I will have no choice but to file a lawsuit in Court to enjoin your illegal foreclosure. Among the possible actions, not limited to, against Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC Corporations I-XX; and XYZ Partnerships I-XX, Tiffany & Bosco, P.A., and their assignees are the following: Breach of Fiduciary duty, Violation of the Arizona Assignment and Satisfaction of mortgage Law and Invalid Deed of Trust Law, Violation of the Uniform Commercial Code, Fraud-Misrepresentation and Conspiracy, Conversion/Civil Theft, Violations to Truth in Lending Act, Violation to the Home Ownership and Equity Protection Act, Violation to the Real Estate Settlement Procedures Act, Violation of the Fair Debt Collections Practices Act, Violation of the Fair Credit Reporting Act, Violations to Arizona Consumer Fraud Act, Unjust Enrichment, RICO, Unfair Trade Practices, Slander of Property Title, Slander of Credit, Intentional Infliction of Emotional Distress.

Should you decide to continue with foreclosure proceedings, your conduct will be illegal, immoral and unethical; such conduct will constitute criminal theft and civil theft of the real property subject to the Esquivel's rescission rights. In such event, Rima's may be allowed to collect costs and punitive damages against Specialty Underwriting & Residential Finance.

Sincerely,



Robert R. Jung

ROBERT R. JUNG
ATTORNEY AT LAW
21001 North Tatum Blvd
Suite 1630-725

(480) 704-5030

Phoenix, Arizona 85050

Robert.Jung@azbar.org

December 15, 2008

Tiffany & Bosco, P.A.
2525 East Camelback RD
Suite 300
Phoenix, Arizona. 85016

Certified Mail No.: 70081300000039930946
Return receipt Requested

RE: David Rima

Sale File I.D. # 08-19989
Account Number: 2173477
Property Address: 604 South Granite Street
Gilbert, AZ 85296

Dear Counsel:

I represent the Rimas concerning the loan transaction which they entered into with Wilmington Finance, Inc., on March 24, 2006. I have been authorized by my Clients to rescind this transaction and hereby exercise that right pursuant to the Federal Truth in Lending Act, 15 U.S.C. § 1635(b), Regulation Z § 226.23(a)(2), 226.15(a)(2), Official Staff Commentary 226.23(a)(2)-1. In addition the Rima reserve all rights to raise additional or alternative grounds for rescission under state or federal law.

The security interest held by Wilmington Finance, Inc., MERS, Inc., Wilshire Credit Corporation; Merrill Lynch Mortgage Lending, Inc., Merrill Lynch Mortgage Investors, Inc., Specialty Underwriting and Residential Finance Trust, Series 2006-BC3; U.S. Bank N.A.; John Does 1-1000; Jane Does 1-1000; ABC Corporations I-XX; and XYZ Partnerships I-XX, and their assignees is void upon mailing of this notice. See 15 U.S.C. § 1635; Regulation Z, §§ 226.23. Once the right to rescind is exercised, the security interest in the Rima's property becomes void-ab-initio. The statute and regulation specify that the security interest, promissory note or lien arising by operation of law on the property becomes automatically void. (15 U.S.C. 1635(b); Reg. Z 226.15(d)(1), 226.23(d)(1). As noted by the Official Staff Commentary, the creditor's interest in the property is "automatically negated regardless of its status and whether or not it was recorded or perfected." (Official Staff Commentary 226.15(d)(1)-1, 226.23(d)(1)-1.).

first page only

ROBERT R. JUNG
ATTORNEY AT LAW
21001 North Tatum Blvd
Suite 1630-725

(480) 704-5030

Phoenix, Arizona 85050

Robert.Jung@azbar.org

December 15, 2008

Wilshire Credit Corporation
And its Assignees
14523 SW Millikan Way, Suite 200
Beaverton, Oregon 97005

Certified Mail No.: 70081300000039930359
Return receipt Requested

RE: David Rima

Account Number: 2173477
Property Address: 604 South Granite Street
Gilbert, AZ 85296

Dear Counsel:

I represent the Rimas concerning the loan transaction which they entered into with Wilmington Finance, Inc., on March 24, 2006. I have been authorized by my Clients to rescind this transaction and hereby exercise that right pursuant to the Federal Truth in Lending Act, 15 U.S.C. § 1635(b), Regulation Z § 226.23(a)(2), 226.15(a)(2), Official Staff Commentary 226.23(a)(2)-1. In addition the Rima reserve all rights to raise additional or alternative grounds for rescission under state or federal law.

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ROBERT R. JUNG
ATTORNEY AT LAW
21001 North Tatum Blvd
Suite 1630-725
Phoenix, Arizona 85050

(480) 704-5030

Robert.Jung@azbar.org

December 15, 2008

MERS, INC
And its Assignees
P.O.BOX 2026
Flint, MI 48501-2026

Certified Mail No.: 70081300000039930939
Return receipt Requested

RE: David Rima

Account Number: 2173477
Property Address: 604 South Granite Street
Gilbert, AZ 85296

Dear Counsel:

I represent the Rimas concerning the loan transaction which they entered into with Wilmington Finance, Inc., on March 24, 2006. I have been authorized by my Clients to rescind this transaction and hereby exercise that right pursuant to the Federal Truth in Lending Act, 15 U.S.C. § 1635(b), Regulation Z § 226.23(a)(2), 226.15(a)(2), Official Staff Commentary 226.23(a)(2)-1. In addition the Rima reserve all rights to raise additional or alternative grounds for rescission under state or federal law.

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First page only

ROBERT R. JUNG
ATTORNEY AT LAW
21001 North Tatum Blvd
Suite 1630-725
Phoenix, Arizona 85050

(480) 704-5030

Robert.Jung@azbar.org

December 15, 2008

Merrill Lynch Mortgage Investors, Inc.
And its Assignees
250 Vesey Street
4 World Financial Center, 10th Floor
New York, NY 10080

Certified Mail No.: 70081300000039930953
Return receipt Requested

RE: David Rima

Account Number: 2173477
Property Address: 604 South Granite Street
Gilbert, AZ 85296

Dear Counsel:

I represent the Rimas concerning the loan transaction which they entered into with Wilmington Finance, Inc., on March 24, 2006. I have been authorized by my Clients to rescind this transaction and hereby exercise that right pursuant to the Federal Truth in Lending Act, 15 U.S.C. § 1635(b), Regulation Z § 226.23(a)(2), 226.15(a)(2), Official Staff Commentary 226.23(a)(2)-1. In addition the Rima reserve all rights to raise additional or alternative grounds for rescission under state or federal law.

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ROBERT R. JUNG
ATTORNEY AT LAW
21001 North Tatum Blvd
Suite 1630-725

(480) 704-5030

Phoenix, Arizona 85050

Robert.Jung@azbar.org

December 15, 2008

Merrill Lynch Mortgage Lending, Inc.
And its Assignees
250 Vesey Street
4 World Financial Center, 10th Floor
New York, NY 10080

Certified Mail No.: 70081300000039930960
Return receipt Requested

RE: David Rima

Account Number: 2173477
Property Address: 604 South Granite Street
Gilbert, AZ 85296

Dear Counsel:

I represent the Rimas concerning the loan transaction which they entered into with Wilmington Finance, Inc., on March 24, 2006. I have been authorized by my Clients to rescind this transaction and hereby exercise that right pursuant to the Federal Truth in Lending Act, 15 U.S.C. § 1635(b), Regulation Z § 226.23(a)(2), 226.15(a)(2), Official Staff Commentary 226.23(a)(2)-1. In addition the Rima reserve all rights to raise additional or alternative grounds for rescission under state or federal law.

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ROBERT R. JUNG
ATTORNEY AT LAW
21001 North Tatum Blvd
Suite 1630-725

(480) 704-5030

Phoenix, Arizona 85050

Robert.Jung@azbar.org

December 15, 2008

Wilmington Finance, Inc.
And its Assignees
401 Plymouth Road
Suite 400
Plymouth Meeting, PA 19462

Certified Mail No.: 70081300000039930342
Return receipt Requested

RE: David Rima

Account Number: 2173477
Property Address: 604 South Granite Street
Gilbert, AZ 85296

Dear Counsel:

I represent the Rimas concerning the loan transaction which they entered into with Wilmington Finance, Inc., on March 24, 2006. I have been authorized by my Clients to rescind this transaction and hereby exercise that right pursuant to the Federal Truth in Lending Act, 15 U.S.C. § 1635(b), Regulation Z § 226.23(a)(2), 226.15(a)(2), Official Staff Commentary 226.23(a)(2)-1. In addition the Rima reserve all rights to raise additional or alternative grounds for rescission under state or federal law.

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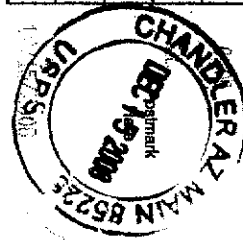
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Certified Fee	\$2.70
Return Receipt Fee (Endorsement Required)	\$2.20
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$45.49



Sent To: **WILMINGTON FINANCE, INC**
 Street, Apt. No.: **401 Plymouth RD. Ste. 400**
 or PO Box No.: **Plymouth Meeting, PA 19462**
 City, State, ZIP+4:
 PS Form 3800, August 2006 See Reverse for Instructions

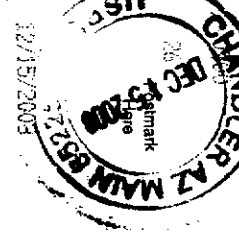
7008 1300 0000 3993 0342

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Postage	\$ 40.59
Certified Fee	\$2.70
Return Receipt Fee (Endorsement Required)	\$2.20
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$45.49



Sent To: **SPECIALTY UNDERWRITERS & RESIDENTIAL FINANCE**
 Street, Apt. No.: **650 Third Avenue South**
 or PO Box No.: **Minneapolis, Minnesota 55402**
 City, State, ZIP+4:
 PS Form 3800, August 2006 See Reverse for Instructions

7008 1300 0000 3993 0335

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Certified Fee	\$2.70
Return Receipt Fee (Endorsement Required)	\$2.20
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$45.49



Sent To: **Tiffany & Renee PA**
 Street, Apt. No.: **2525 E. Camelback RD St 300**
 or PO Box No.: **Phoenix, AZ 85016**
 City, State, ZIP+4:
 PS Form 3800, August 2006 See Reverse for Instructions

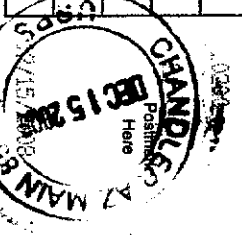
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Certified Fee	\$2.70
Return Receipt Fee (Endorsement Required)	\$2.20
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$45.49



Sent To: **MEAS, INC & ASSYCO**
 Street, Apt. No.: **P.O. Box 2026**
 or PO Box No.: **FLINT MI 48501-2026**
 City, State, ZIP+4:
 PS Form 3800, August 2006 See Reverse for Instructions

7008 1300 0000 3993 0939

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Postage	\$ 60.59
Certified Fee	\$2.75
Return Receipt Fee (Endorsement Required)	\$2.20
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 65.49

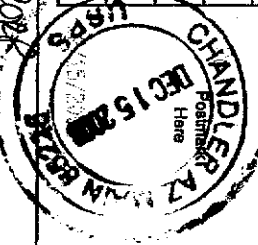
Sent to **WILSHIRE CREDIT CORP.**

Street, Apt. No., or PO Box No. **14523 SW MILLIKAN WAY, ST 200**

City, State, ZIP+4[®] **Beverton, Oregon 97005**

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Official Use

Postage	\$ 60.59
Certified Fee	\$2.75
Return Receipt Fee (Endorsement Required)	\$2.20
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 65.49



Sent to **MERRILL LYNCH MORTGAGE INVESTORS, INC.**

Street, Apt. No., or PO Box No. **250 Vesey St, 4 World Financial Center**

City, State, ZIP+4[®] **NEW YORK, NY 10080**

PS Form 3800, August 2006

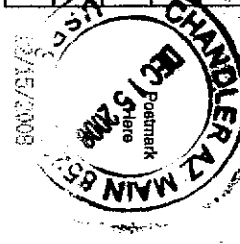
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Official Use

Postage	\$ 60.59
Certified Fee	\$2.75
Return Receipt Fee (Endorsement Required)	\$2.20
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 65.49



Sent to **Merrill Lynch Mortgage Investors, Inc.**

Street, Apt. No., or PO Box No. **250 Vesey St, 4 World Financial Center**

City, State, ZIP+4[®] **New York, NY 10080**

PS Form 3800, August 2006

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